

REMARKS

Initially, applicant would like to thank Examiner Boyd for granting an interview and for her time spent in the interview. Applicant would also like to thank Examiner Boyd for quickly consulting with Supervisor Morris to verify the outcome of the interview.

Claims 23-44 were previously pending in the application. New claim 45 is added. Therefore, claims 23-45 are presented for consideration.

Claims 23-26, 29, 39 and 42-44 are rejected as being anticipated by VAN KERREBROUCK 6,066,388. This rejection is respectfully traversed.

As noted in the interview, VAN KERREBROUCK does not disclose or suggest that an electrostatic charge is imparted to fibers of the non-woven fabric material only when two of the fibers of different denier rub against each other. In fact, as further noted at the interview, VAN KERREBROUCK teaches away from the fibers rubbing against each other as noted at column 6, lines 1-4 of VAN KERREBROUCK that teaches that the fibers are bound together at a temperature above the melting point of the binding fibers to cause them to completely or partially melt. VAN KERREBROUCK further teaches at column 6, lines 17 and 18 that the production process can be completed by finishings such as impregnation with a chemical or binding treatment. Column 6,

lines 34-36 of VAN KERREBROUCK still further discloses that the final product is thermally molded at a later stage even though it has already undergone a first thermal binding.

As noted at the interview, MPEP §2141.02 states that "a prior art reference must be considered in its entirety, i.e., as a whole including portions that would lead away from the claimed invention. *W.L. Gore and Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 220 USPQ 303 (Fed. Cir. 1983), cert. denied 469 US 851 (1984). VAN KERREBROUCK does not teach that an electrostatic charge is imparted to the fibers when the fibers rub together and could not teach this feature since the fibers of VAN KERREBROUCK are bound and molded together. Therefore, reconsideration and withdrawal of the rejection as to claim 23 are respectfully requested.

Claims 24-26, 29, 39, 42 and 43 depend from claim 23 and further define the invention and are also believed patentable over the cited prior art.

As noted in the telephone conversation subsequent to the interview, discussing the comments of Supervisor Morris, present claim 44 already recites that the electrostatic charge is only imparted to the plural fibers when one of the plural fibers of a first size rubs against another one of the plural fibers of a second size different from the first size. The comments above regarding claim 23 are equally applicable to claim 44.

Claims 27, 28, 30-38 and 41 are rejected as being unpatentable over VAN KERREBROUCK. This rejection is respectfully traversed.

Claims 27, 28, 30-38 and 41 depend from claim 23 and further define the invention. As set forth above, VAN KERREBROUCK does not disclose or suggest what is recited in claim 23. Accordingly, claims 27, 28, 30-38 and 41 are also believed patentable over VAN KERREBROUCK.

New claim 45 depends from claim 23 and further defines the invention and is also believed patentable over the cited art. Support for new claim 45 can be found on page 3, lines 18-20 and page 4, lines 6-7 and 23-25.

In view of the present amendment and the foregoing remarks, it is believed that the present application has been placed in condition for allowance. Reconsideration and allowance are respectfully requested.

Respectfully submitted,

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